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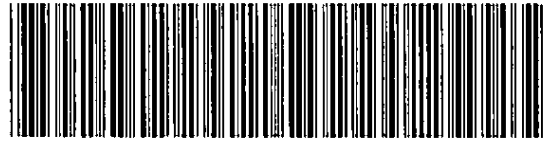
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2

CT CORP
(850)656-4724
3458 Lakeshore Drive,
Tallahassee, FL 32312

Date: 07/31/2023
Acc#I20160000072

en: c DW

Name:	Continuum Merger Sub II, Inc.
Document #:	
Order #:	15055486

Certified Copy of Arts & Amend:	<input type="checkbox"/>	1-2 FILING	
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	please file in order presented	
		Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>	Email Address for Annual Report Notifications: <div></div>
	Plain: <input type="checkbox"/>	
	COGS: <input type="checkbox"/>	

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **78.75**

Thank you!

ARTICLES OF MERGER
OF
CONTINUUM MERGER SUB II, INC.
WITH AND INTO
STRATEGIC RISK SOLUTIONS, INC.

P23 000067494

P07 000133024

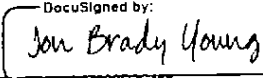
Continuum Merger Sub II, Inc., a Florida corporation (the "Merging Corporation"), and Strategic Risk Solutions, Inc., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Merging Corporation into the Surviving Corporation (the "Merger").

- FIRST: The name and jurisdiction of the Surviving Corporation is Strategic Risk Solutions, Inc., a Florida corporation.
- SECOND: The name and jurisdiction of the Merging Corporation is Continuum Merger Sub II, Inc., a Florida corporation.
- THIRD: An Agreement and Plan of Merger, dated as of February 25, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement and Plan of Merger") by and among the Surviving Corporation, Continuum Parent LLC, the Merging Corporation, Continuum Merger Sub I, Inc. and Jon Brady Young, solely in his capacity as the Securityholder Representative, setting forth the terms and conditions of the Merger, was duly adopted and approved by the board of directors and the shareholders of the Surviving Corporation by written consent effective February 25, 2023.
- FOURTH: The Agreement and Plan of Merger was duly adopted and approved by the board of directors and the shareholders of the Merging Corporation by written consent effective February 25, 2023.
- FIFTH: The Articles of Incorporation of the Surviving Corporation shall be amended and restated upon the effectiveness of the Merger so as to read in its entirety as set forth in Exhibit A attached hereto and, as so amended and restated, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law and such Articles of Incorporation.
- SIXTH: These Articles of Merger shall become effective at 8:31 a.m., Eastern Time, on July 31, 2023.

[Signature Page Follows]

IN WITNESS WHEREOF, these Articles of Merger have been executed and delivered by the parties in accordance with the requirements of Section 607.1105, *Florida Statutes*, as of the 31st day of July, 2023.

Strategic Risk Solutions, Inc.,
a Florida corporation

By: 
Name: Jon Brady Young
Title: Chief Executive Officer

Continuum Merger Sub II, Inc.,
a Florida corporation

By: _____
Name: Tagar Olson
Title: President

IN WITNESS WHEREOF, these Articles of Merger have been executed and delivered by the parties in accordance with the requirements of Section 607.1105, *Florida Statutes*, as of the 31st day of July, 2023.

Strategic Risk Solutions, Inc.,
a Florida corporation

By: _____
Name: Jon Brady Young
Title: Chief Executive Officer

Continuum Merger Sub II, Inc.,
a Florida corporation

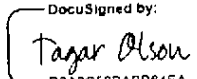
By:  _____
Name: Tagar Olson
Title: President

EXHIBIT A

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE
SURVIVING CORPORATION**

[attached]

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
STRATEGIC RISK SOLUTIONS, INC.

The Articles of Incorporation of Strategic Risk Solutions, Inc. are amended and restated¹ in their entirety as follows:

ARTICLE I. NAME

The name of the corporation is Strategic Risk Solutions, Inc. (the "Corporation").

ARTICLE II. ADDRESS

The principal place of business of the Corporation is: 2352 Main Street, Suite 301, Concord, MA 01742. The mailing address of the Corporation is: 7901 4th Street, Suite 300, St. Petersburg, FL 33702.

ARTICLE III. PURPOSE

The Corporation is organized to engage in any activity or business permitted under the laws of the United States and Florida.

ARTICLE IV. AUTHORIZED SHARES

The maximum number of shares that the Corporation is authorized to have outstanding at any time is 1,000 shares of common stock having \$0.001 par value per share.

ARTICLE V. DIRECTORS

All corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed by, its board of directors. The board of directors shall consist of such number of persons as shall be fixed pursuant to the bylaws from time to time, but shall not be less than the minimum number prescribed by applicable Florida law at the time the size of the board is being fixed. The qualifications to serve as a director, the rights and powers of the directors, and the method of appointment or election of directors shall be as specified in the bylaws.

ARTICLE VI. INITIAL REGISTERED OFFICE AND AGENT

The Corporation designates 7901 4th Street N, Suite 300, St. Petersburg, FL 33702 as the street address of the initial registered agent of the Corporation and names Northwest Registered

Agent LLC as the Corporation's initial registered agent at that address to accept service of process within this state.

ARTICLE VII. BYLAWS

In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in these Articles of Incorporation, bylaws of the Corporation may be adopted, amended or repealed by a majority of the board of directors of the Corporation, but any bylaws adopted by the board of directors may be amended or repealed by the shareholders entitled to vote thereon. Election of directors need not be by written ballot.

ARTICLE VIII. AMENDMENTS

The Corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation in the manner prescribed by law, and all rights conferred on shareholders are subject to this reservation.

ARTICLE IX. INDEMNIFICATION

(a) No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of his or her fiduciary duty as a director, except to the extent that such exemption from liability or limitation thereof is not permitted under the Florida Business Corporation Act (the "FBCA") as currently in effect or as the same may hereafter be amended. Any repeal or modification of this subsection (a) of this Article IX by the shareholders of the Corporation shall not adversely affect any right or protection of a director, officer or the Corporation existing at the time of such repeal or modification. If the FBCA is amended after the filing of these Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the FBCA, as so amended.

(b) The Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, claim, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against all claims, losses, liabilities, expenses (including attorneys' fees and disbursements), damages, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the fullest extent permitted under the FBCA, and the Corporation may adopt bylaws or enter into agreements with any such person for the purpose of providing for such indemnification.

(c) To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (b) of this Article IX, or in defense of any claim, issue or matter therein, such person shall be

indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Expenses (including attorneys' fees) incurred by an officer or director in defending or testifying in a civil, criminal, administrative or investigative action, claim, suit or proceeding by reason of the fact that such person is or was an officer or director of the Corporation (or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise) shall be paid by the Corporation in advance of the final disposition of such action, claim, suit or proceeding within ten business days of the Corporation's receipt of a request for advancement of such expenses from such director or officer and, to the extent required by law, upon receipt of an undertaking by or on behalf of any such director or officer to repay such amount if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation against such expenses as authorized by the relevant sections of the FBCA, and the Corporation may adopt bylaws or enter into agreements with such persons for the purpose of providing for such advances.

(e) The indemnification permitted by this Article IX shall not be deemed exclusive of any other rights to which any person may be entitled under any agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding an office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

(f) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article IX or otherwise.

(g) The Corporation hereby acknowledges that the directors or officers of the Corporation may have certain rights to indemnification, advancement of expenses and/or insurance provided by shareholders or affiliates of shareholders of the Corporation (other than the subsidiaries of the Corporation) (collectively, "Shareholder Affiliates") separate from the indemnification obligations of the Corporation under these Articles of Incorporation or otherwise. The Corporation hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to the directors or officers of the Corporation under these Articles of Incorporation (or any other indemnity provided by the Corporation) are primary and any obligation of any Shareholder Affiliate to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the directors or officers of the Corporation are secondary), (ii) that the Corporation shall be required to advance the full amount of expenses incurred by the directors or officers of the Corporation and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by this Certificate of Incorporation (or any other indemnity provided by the Corporation), without regard to any rights the directors or officers of the Corporation may have against any Shareholder Affiliate, and (iii)

that the Corporation irrevocably waives, relinquishes and releases the Shareholder Affiliates from any and all claims against the Shareholder Affiliates for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by any Shareholder Affiliate on behalf of a director or officer of the Corporation with respect to any claim for which the director or officer of the Corporation has sought indemnification from the Corporation pursuant to these Articles of Incorporation (or any other indemnity provided by the Corporation) shall affect the foregoing and the Shareholder Affiliates shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the director or officer of the Corporation against the Corporation.

ARTICLE X. CORPORATE OPPORTUNITIES

(a) Except as otherwise agreed in writing between such director and the Corporation, or as provided below, to the fullest extent permitted by law, except as may be otherwise agreed in writing between such director and the Corporation, (1) no director of the Corporation (other than any director who is an executive officer of the Corporation) shall have any duty (fiduciary or otherwise) or obligation, if any, to refrain from (i) engaging in the same or similar activities or lines of business as the Corporation or any of its subsidiaries or (ii) doing business with any client, customer or vendor of the Corporation or any of its subsidiaries, including, in the cases of clauses (i) or (ii), any such matters as may be Corporate Opportunities (as defined below); and (2) no director shall be deemed to have breached any duty (fiduciary or otherwise), if any, to the Corporation or any of its subsidiaries or shareholders solely by reason of any director of the Corporation (other than any director who is an executive officer of the Corporation) engaging in any such activity or entering into such transactions, including any Corporate Opportunities. "Corporate Opportunity" means any potential transaction, investment or business opportunity or prospective economic or competitive advantage in which the Corporation or any of its subsidiaries could have any expectancy or interest.

(b) Without limiting the foregoing, the Corporation and its subsidiaries shall have no interest or expectation in, nor right to be informed of, any Corporate Opportunity, and in the event that any director of the Corporation (other than any director who is an executive officer of the Corporation) acquires knowledge of a potential transaction or matter which may be a Corporate Opportunity, such director shall, to the fullest extent permitted by law, have no duty (fiduciary or otherwise) or obligation to communicate or offer such Corporate Opportunity to the Corporation or any of its subsidiaries or to any other director of the Corporation and shall not, to the fullest extent permitted by law, be liable to the Corporation or any of its subsidiaries or shareholders for breach of any fiduciary duty as a director of the Corporation or any of its subsidiaries solely by reason of the fact that any director of the Corporation (other than any director who is an executive officer of the Corporation) acquires or seeks such Corporate Opportunity for itself, directs such Corporate Opportunity to another individual, partnership, joint venture, corporation, association, joint stock company, limited liability company, trust, unincorporated organization or government or a department or agency or political subdivision thereof, or otherwise does not communicate information regarding such Corporate Opportunity to the Corporation or its subsidiaries, and the Corporation and its subsidiaries, to the fullest extent permitted by law, waive and renounce any claim that such business opportunity constituted a Corporate Opportunity that should have been presented to the Corporation or its subsidiaries: provided that if an opportunity is expressly communicated to a director of the Corporation in his

or her capacity as a director as an opportunity intended exclusively for the Corporation or its subsidiaries (hereinafter called an "Identified Corporate Opportunity"). such Identified Corporate Opportunity shall belong to the Corporation and its subsidiaries and, unless and until the Corporation notifies the shareholders that neither the Corporation nor any of its subsidiaries intend to pursue such Identified Corporate Opportunity, no director of the Corporation may pursue such Identified Corporate Opportunity. In addition to and notwithstanding the foregoing provisions of this Article X, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (i) the Corporation is neither financially or legally able, nor contractually permitted to undertake, (ii) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (iii) is one in which the Corporation has no interest or reasonable expectancy. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article X.

ARTICLE XI. EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the courts of the State of Florida and the federal courts of the United States of America located in the State of Florida shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by, or other wrongdoing by, any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's shareholders, (iii) any action asserting a claim arising pursuant to any provision of the FBCA or the Corporation's Articles of Incorporation or bylaws (as either may be amended and/or restated from time to time), (iv) any action to interpret, apply, enforce or determine the validity of the Corporation's Articles of Incorporation or bylaws (as either may be amended and/or restated from time to time), or (v) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said court having personal jurisdiction over the indispensable parties named as defendants therein. Unless the Corporation consents in writing to the selection of an alternative forum, the federal courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

ARTICLE XII. CONSTRUCTION

If any provision or provisions of these Articles of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of these Articles of Incorporation (including, without limitation, each portion of any paragraph of these Articles of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of these Articles of Incorporation (including, without limitation, each such portion of any paragraph of these Articles of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers,


employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

* * *

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The undersigned Jon Brady Young has executed these Amended and Restated Articles of Incorporation on the 31st day of July, 2023.

DocuSigned by:

E17D57C86D2C466...
Jon Brady Young
Chief Executive Officer

REGISTERED AGENT CERTIFICATE

Having been named to accept service of process for the above stated corporation, I hereby accept appointment as its agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

EXECUTED: July 31, 2023

Northwest Registered Agent LLC

By: 

Name: Taylor Newman

Title: Assistant Secretary of agent

Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Northwest Registered Agent LLC

Office Address: 7901 4th ST N Ste 300
St. Petersburg, FL 33702